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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ROBERT CHILTON WILLIAMS,

16 Defendant.

No. CR 15-707-CAS

PLEA AGREEMENT FOR DEFENDANT
ROBERT CHILTON WILLIAMS

17
18 1. This constitutes the plea agreement between ROBERT CHILTON
19 WILLIAMS, ("aka") "Robert Clifton Williams," aka "Bobby"
20 ("defendant") and the United States Attorney's Office for the Central
21 District of California (the "USAO") in the above-captioned case.
22 This agreement is limited to the USAO and cannot bind any other
23 federal, state, local, or foreign prosecuting, enforcement,
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to the single-count

1 indictment in United States v. Robert Chilton Williams, CR No. 15-
2 707-CAS, which charges defendant with Prohibited Person in Possession
3 of Firearms/Ammunition in violation of 18 U.S.C. § 922(g)(1).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with Pretrial Services, the
15 United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant lacks the ability to pay and
18 prior to sentencing submits a completed financial statement on a form
19 to be provided by the USAO.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

23 b. Abide by all agreements regarding sentencing contained
24 in this agreement.

25 c. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 USSG § 3E1.1, and recommend and, if necessary, move for an additional
2 one-level reduction if available under that section.

3 d. Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable Sentencing
5 Guidelines range, provided that the offense level used by the Court
6 to determine that range is 11 or higher and provided that the Court
7 does not depart downward in offense level or criminal history
8 category. For purposes of this agreement, the low end of the
9 Sentencing Guidelines range is that defined by the Sentencing Table
10 in USSG Chapter 5, Part A.

11 e. Stipulate to defendant's release from custody pending
12 sentencing in this case, upon the defendant's entry of a guilty plea
13 and the Court's acceptance of that plea and absent a change in
14 circumstances. The parties reserve the right to recommend and, if
15 necessary, submit arguments regarding the appropriate surety or
16 conditions for any release.

17 NATURE OF THE OFFENSE

18 4. Defendant understands that for defendant to be guilty of
19 the crime charged in the indictment, that is, Prohibited Person in
20 Possession of Firearms/Ammunition, in violation of Title 18, United
21 States Code, Section 922(g)(1), the following must be true:

22 (1) Defendant knowingly possessed a firearm and/or ammunition;

23 (2) The firearm and/or ammunition had been shipped or
24 transported from one state to another or from a foreign nation to the
25 United States; and

26 (3) At the time the defendant possessed the firearm and/or
27 ammunition, the defendant had been convicted of a crime punishable by
28 imprisonment for a term exceeding one year.

PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 922(g)(1), is: 10 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that once the court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case and suspension or revocation of a professional license. Defendant understands that

1 unanticipated collateral consequences will not serve as grounds to
2 withdraw defendant's guilty plea.

3 8. Defendant understands that, if defendant is not a United
4 States citizen, the felony conviction in this case may subject
5 defendant to: removal, also known as deportation, which may, under
6 some circumstances, be mandatory; denial of citizenship; and denial
7 of admission to the United States in the future. The court cannot,
8 and defendant's attorney also may not be able to, advise defendant
9 fully regarding the immigration consequences of the felony conviction
10 in this case. Defendant understands that unexpected immigration
11 consequences will not serve as grounds to withdraw defendant's guilty
12 plea.

13 FACTUAL BASIS

14 9. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 11 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 On or about December 5, 2013, in Los Angeles County, within the
24 Central District of California, defendant knowingly possessed at
25 least two firearms, namely, a Beretta Model 92F 9mm semiautomatic
26 pistol, bearing serial number BER126386 and a Ruger Model Mini 14
27 .223 caliber semiautomatic rifle, bearing serial number 183-60855, in
28 and affecting interstate and foreign commerce.

1 Such possession occurred after defendant WILLIAMS had been
2 convicted of at least one of the following felony crimes, each
3 punishable by a term of imprisonment exceeding one year:

4 (1) Deprivation of Custody of Child or Right to Visitation, in
5 violation of California Penal Code Section 278.5(a), on or about May
6 19, 2000, in the Superior Court for the State of California, County
7 of Los Angeles, Case Number BA164469; and

8 (2) Second Degree Burglary From a Vehicle, in violation of
9 California Penal Code Section 459, and Receiving Stolen Property, in
10 violation of California Penal Code Section 496(a), on or about
11 September 27, 2002, in the Superior Court for the State of
12 California, County of Los Angeles, Case Number VA064486.

13 At that time defendant possessed the firearms, each of the
14 firearms had been manufactured outside of the State of California,
15 and had therefore moved in and affected interstate or foreign
16 commerce.

17 SENTENCING FACTORS

18 10. Defendant understands that in determining defendant's
19 sentence the Court is required to calculate the applicable Sentencing
20 Guidelines range and to consider that range, possible departures
21 under the Sentencing Guidelines, and the other sentencing factors set
22 forth in 18 U.S.C. § 3553(a). Defendant understands that the
23 Sentencing Guidelines are advisory only, that defendant cannot have
24 any expectation of receiving a sentence within the calculated
25 Sentencing Guidelines range, and that after considering the
26 Sentencing Guidelines and the other § 3553(a) factors, the Court will
27 be free to exercise its discretion to impose any sentence it finds
28

1 appropriate up to the maximum set by statute for the crime of
2 conviction.

3 11. Defendant and the USAO agree to the following applicable
4 Sentencing Guidelines factors:

5 Base Offense Level: 14 [USSG § 2K2.1(a)(6)]

6 Defendant and the USAO reserve the right to argue that additional
7 specific offense characteristics, adjustments, and departures under
8 the Sentencing Guidelines are appropriate. The USAO reserves the
9 right to argue for a two-level enhancement under 2K2.1(b)(1)(A),
10 should the enhancement be warranted by facts presented at the time of
11 sentencing.

12 12. Defendant understands that there is no agreement as to
13 defendant's criminal history or criminal history category.

14 13. Defendant and the USAO reserve the right to argue for a
15 sentence outside the sentencing range established by the Sentencing
16 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
17 (a)(2), (a)(3), (a)(6), and (a)(7).

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 14. Defendant understands that by pleading guilty, defendant
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.
22 b. The right to a speedy and public trial by jury.
23 c. The right to be represented by counsel - and if
24 necessary have the court appoint counsel -- at trial. Defendant
25 understands, however, that, defendant retains the right to be
26 represented by counsel - and if necessary have the court appoint
27 counsel - at every other stage of the proceeding.
28

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 15. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty plea was involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's conviction on the offense to which defendant is
20 pleading guilty.

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 16. Defendant agrees that, provided the Court imposes a term of
23 imprisonment within or below the range corresponding to an offense
24 level of 13 and the criminal history category calculated by the
25 Court, defendant gives up the right to appeal all of the following:
26 (a) the procedures and calculations used to determine and impose any
27 portion of the sentence; (b) the term of imprisonment imposed by the
28 Court; (c) the fine imposed by the court, provided it is within the

1 statutory maximum; (d) the term of probation or supervised release
2 imposed by the Court, provided it is within the statutory maximum;
3 and (e) any of the following conditions of probation or supervised
4 release imposed by the Court: the conditions set forth in General
5 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
6 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
7 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

8 17. The USAO agrees that, provided (a) all portions of the
9 sentence are at or below the statutory maximum specified above and
10 (b) the Court imposes a term of imprisonment within or above the
11 range corresponding to an offense level of 11 and the criminal
12 history category calculated by the Court, the USAO gives up its right
13 to appeal any portion of the sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 18. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then the USAO will be relieved of all of its obligations
20 under this agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 19. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 20. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 COURT AND PROBATION OFFICE NOT PARTIES

13 21. Defendant understands that the Court and the United States
14 Probation Office are not parties to this agreement and need not
15 accept any of the USAO's sentencing recommendations or the parties'
16 agreements to facts or sentencing factors.

17 22. Defendant understands that both defendant and the USAO are
18 free to: (a) supplement the facts by supplying relevant information
19 to the United States Probation Office and the Court, (b) correct any
20 and all factual misstatements relating to the Court's Sentencing
21 Guidelines calculations and determination of sentence, and (c) argue
22 on appeal and collateral review that the Court's Sentencing
23 Guidelines calculations and the sentence it chooses to impose are not
24 error, although each party agrees to maintain its view that the
25 calculations in paragraph 11 are consistent with the facts of this
26 case. While this paragraph permits both the USAO and defendant to
27 submit full and complete factual information to the United States
28 Probation Office and the Court, even if that factual information may

1 be viewed as inconsistent with the facts agreed to in this agreement,
2 this paragraph does not affect defendant's and the USAO's obligations
3 not to contest the facts agreed to in this agreement.

4 23. Defendant understands that even if the Court ignores any
5 sentencing recommendation, finds facts or reaches conclusions
6 different from those agreed to, and/or imposes any sentence up to the
7 maximum established by statute, defendant cannot, for that reason,
8 withdraw defendant's guilty plea, and defendant will remain bound to
9 fulfill all defendant's obligations under this agreement. Defendant
10 understands that no one -- not the prosecutor, defendant's attorney,
11 or the Court -- can make a binding prediction or promise regarding
12 the sentence defendant will receive, except that it will be within
13 the statutory maximum.

14 NO ADDITIONAL AGREEMENTS

15 24. Defendant understands that, except as set forth herein,
16 there are no promises, understandings, or agreements between the USAO
17 and defendant or defendant's attorney, and that no additional
18 promise, understanding, or agreement may be entered into unless in a
19 writing signed by all parties or on the record in court.

20 ///

21 ///

22 ///

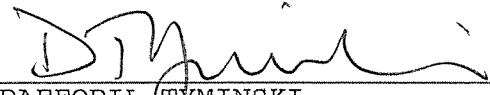
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

25. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

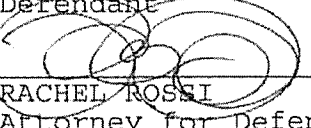
EILEEN M. DECKER
United States Attorney


DAFFODIL TYMINSKI
Assistant United States Attorney

2-25-16
Date


ROBERT CHILTON WILLIAMS
Defendant

2-25-2016
Date


RACHEL ROSSI
Attorney for Defendant
Robert Chilton Williams

2.25.2016
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or

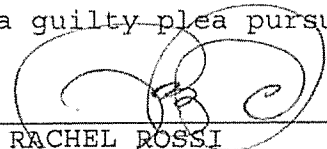
1 representations of any kind have been made to me other than those
 2 contained in this agreement. No one has threatened or forced me in
 3 any way to enter into this agreement. I am satisfied with the
 4 representation of my attorney in this matter, and I am pleading
 5 guilty because I am guilty of the charges and wish to take advantage
 6 of the promises set forth in this agreement, and not for any other
 7 reason.

8 
 9 ROBERT CHILTON WILLIAMS
 Defendant

2-25-2016
 Date

10
 11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am Robert Chilton Williams's attorney. I have carefully and
 13 thoroughly discussed every part of this agreement with my client.
 14 Further, I have fully advised my client of his rights, of possible
 15 pretrial motions that might be filed, of possible defenses that might
 16 be asserted either prior to or at trial, of the sentencing factors
 17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 18 provisions, and of the consequences of entering into this agreement.
 19 To my knowledge: no promises, inducements, or representations of any
 20 kind have been made to my client other than those contained in this
 21 agreement; no one has threatened or forced my client in any way to
 22 enter into this agreement; my client's decision to enter into this
 23 agreement is an informed and voluntary one; and the factual basis set
 24 forth in this agreement is sufficient to support my client's entry of
 25 a guilty plea pursuant to this agreement.

26 
 27 RACHEL ROSSI
 Attorney for Defendant
 Robert Chilton Williams

2-25-16
 Date